

# EXHIBIT

B

## **Employee Handbook**

**Louisiana Texas Healthcare Management**

**Renaissance Hospital**

**Renaissance Healthcare Systems**

## Employee Handbook

*This handbook is intended to provide employees with a general understanding of our company policies. Employees are encouraged to familiarize themselves with the contents of this handbook. It will answer many common questions concerning employment with us.*

*The policies and procedures set forth in this employee handbook are not a binding employment contract. This handbook provides general guidelines only and none of its provisions are binding or contractual in nature.*

*This handbook is not a contract guaranteeing employment for any specific period of time. While we certainly hope that your employment relationship with us will be successful and long term, either the Company or the employee may end this relationship at any time, with or without cause, notice or reason. No manager, supervisor or representative other than the Chief Executive Officer has the authority to enter into any agreement guaranteeing you employment for any specific period of time or to make any written or oral promises, agreements or commitments contrary to this policy. Further, any employment agreement entered into by the Chief Executive Officer will not be enforceable unless it is in writing.*

*This handbook replaces and supersedes all earlier personnel practices, handbooks, policies, and guidelines.*

*The Company reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment at will, at any given time, with or without notice.*

*Effective March 29, 2009*

2. Benefits, including health care benefits, will be offered without regard to whether an individual is a person with a disability.
3. Appropriate leave will be granted to employees with a disability and/or to employees who have a family member who is a person with a disability as required by the Americans with Disabilities Act (ADA) and the Family and Medical Leave Act (FMLA).
4. Individuals who are recovering from drug and/or alcohol dependency will be reasonably accommodated. However, the ADA specifically does not protect individuals currently engaged in the illegal use of drugs. In addition, while individuals with drug/alcohol dependency may be covered by the ADA, they can and will be held to the same standards of performance as other employees.
5. Applicants who pose a direct threat to the health or safety of others in the workplace will not be hired if the threat cannot be eliminated by reasonable accommodation. Current employees who pose a direct threat will be placed on appropriate leave.
6. Definitions
  - a. Disability: a physical or mental impairment that substantially limits one or more of the major life activities of an individual.
  - b. Qualified individual with a disability: individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
  - c. Reasonable accommodation: making existing facilities readily accessible to or usable by individuals with a disability, restructuring jobs, modifying schedules, acquiring or modifying equipment, adjusting training materials, adjusting employment policies, and the like.
  - d. Undue hardship: action requiring significant difficulty or expense by the employer.

## B. COMPENSATION AND PAYROLL

### B-1 Salary Administration

#### POLICY

Employees will be compensated in a non-discriminatory and competitive manner.

#### PROCEDURE

1. All compensation policy decisions take into consideration the Company's overall financial condition and competitive position.
2. Human Resources is responsible for coordinating the continued internal review of all compensation and for making sure that each job is evaluated and assigned a salary level. This review will determine whether compensation accurately reflects each individual's responsibilities and performance.
3. Human Resources is responsible for ensuring that new employees are assigned a starting rate based on their years of experience and the salary level of the job. Any recommendations for higher starting rates must have adequate justification based on other competitive considerations and must have approval of the Corporate Human Resources Director.

### B-2 Time Keeping: Non-exempt (Hourly) Employees

#### POLICY

All employees are responsible for accurately recording their time worked. All non-exempt (hourly) employees are required to clock in at the beginning and ending of each shift as well as other times designated by this policy.

#### PROCEDURE

1. Employees may not clock in prior to the beginning of their shift or clock out after the end of their shift without authorization from their supervisor. Time clock punches prior to or after the scheduled shift will be rounded to the employee schedule and will not be paid unless they are at least 15 minutes. Time that is 15 minutes or more will be marked "Arrived Early" or "Left Late" and will be paid. "Arrived Early" or "Left Late" indicators should be reviewed by the supervisor to ensure that they were authorized. Unauthorized incidents of "Arrived Early" or "Left Late" are subject to disciplinary action.

2. Time clock punches that are after the start of the scheduled shift will be rounded to the scheduled shift if they are no more than five minutes past the scheduled start. Time clock punches that are after five minutes past the scheduled start will be marked "Tardy", will not round to the scheduled starting time, and the time will be deducted from the employee's shift.
3. Time clock punches that are before the end of the scheduled shift will be rounded to the scheduled shift if they are not more than five minutes prior to the scheduled end. Time clock punches that are more than five minutes before the scheduled end will be marked "Left Early", will not round to the scheduled ending time, and the time will be deducted from the employee's shift.
4. Overtime may not be worked without approval from the Department Director.
5. A thirty minute lunch period is required for all employees who have clocked in six or more hours. A second thirty minute lunch period will be automatically deducted for all employees who have clocked in sixteen hours or more. After sixteen hours, an additional thirty minute lunch period is deducted for each additional eight hours. "No lunch" can be authorized on the time sheet by the Department Director and should only be used in extreme circumstances. An unauthorized "no lunch" will not be paid. See Meal and Break Periods Policy C-4.
6. Employees who leave company property during their shift are required to notify their supervisor that they are leaving the property and to clock out at that time. Employees clock back in when they return to their work assignment. Employees who are on approved official company business are not required to clock out when they leave the company property.
7. When an employee leaves company property for lunch, the employee is required to clock out and the employee must not clock back in until they have finished eating their lunch and are ready to return to their duties.
8. Employees who seek medical care during their shift must notify their supervisor and clock out before receiving medical care. *If the medical care is for an on-the-job injury, the employee does not clock out.*
9. Employees who leave company property to cash their paychecks or to attend any other personal business must clock out when they leave and should not clock back in until they are ready to return to their duties.
10. Employees may not clock in prior to being ready to begin their duties. This includes parking their car, eating, etc.
11. Clocking in or out for another employee will subject both parties to disciplinary action and possible termination.
12. Any fraudulent use of an employee's time card will result in disciplinary action and possible termination.
13. It is the employee's responsibility to clock in and out. *Any hours not paid that were not properly clocked in will not be paid until the next pay period and only after verification by the Department Director.* Employees who consistently fail to clock in and out will be subject to disciplinary action, up to and including termination.
14. Employees who miss more than three punches in a rolling 90 day period will receive a written warning. Continued missed punches will result in progressive disciplinary action up to and including termination.
15. Lost badges should be reported immediately to Human Resources for replacement. Employees will be charged \$5.00 for each replaced badge.
16. Violation of this policy will result in disciplinary action up to and including termination.

#### **B-3 Timekeeping: Exempt (Salaried) Employees**

##### **POLICY**

All employees are responsible for accurately recording their time worked. Exempt (salaried) employees will be deducted PTO or deducted pay when the employee is absent from work for a full day. Exempt employees must notify their direct supervisor of any absences per the Attendance and Tardiness Policy D-6.

##### **PROCEDURE**

#### Time Records

1. All exempt employees who accrue PTO will clock in once a day. Employees can clock in at any Renaissance facility, regardless of which facility they are assigned to.
2. If an exempt employee is not working at a Renaissance facility, but is on an off-site assignment (i.e. seminar, etc) they will make a note as such on their time record.
3. If an exempt employee forgets to clock in, they will make a note of such on their time record. Employees who forget to clock in more than three times in a rolling 90 day period will be subject to progressive disciplinary action, up to and including termination.
4. Any missed punches or other exceptions to the time record must be signed off on by the employee's immediate supervisor prior to being turned in to HR for processing.

#### Jury Duty

5. If an exempt employee has jury duty, the employee should return to work once released from jury duty. However, if the jury duty lasts for most of the work day, the employee would not be expected to return to work and will write "Jury Duty" on their timesheet for that day. The employee should attach to the timesheet documentation indicating at what time they were released. Exempt employees will not be deducted pay or PTO for documented jury duty.

#### Work From Home

6. Exempt employees are not encouraged to work from home. It is understandable that at times an exempt employee may take calls, etc while at home. However, exempt employees may not count work done at home as a day worked on their timesheets.

#### Applying PTO

7. Exempt employees who are out for an entire day will be deducted PTO for that day.
8. Exempt employees who work any part of a day will be paid for a full day. PTO will not be applied to partial days worked.
9. An exempt employee may not "make up" a day off by working extra during the week. However, if an exempt employee has to fill a night or evening shift after working their normal hours for that same day, the Administrator may grant a day off later in the pay period without applying PTO.
10. If an exempt employee works a day on a weekend, it may be used in place of a PTO day *within the same pay period*. There is no "comp time" and work done on a weekend may not be accumulated and applied to future pay periods. When working the weekend, the employee is expected to punch in once, just the same as on a weekday.
11. PTO for exempt employees will be deducted in 8 hour increments for full days off.
12. In the case of unforeseen absences, holidays, etc, an exempt employee may borrow up to 3 days PTO even if they have not accrued it.
13. Otherwise, if an exempt employee does not have enough accrued PTO to apply to a full day off, they will not be paid for that day.

#### Exempt Pay for Shifts

14. An exempt employee who works a shift outside of their normal work week may be compensated for that shift.
15. Any shift to be compensated must be for the direct care of patients.
16. Any shift to be compensated must be *approved* by the Administrator *prior* to being worked.
17. Exempt employees must clock in and out for shifts that will be compensated.
18. The shift will be paid at base rate, no overtime, no differentials.
19. The shift cannot be within the hours normally worked by the employee.
20. Exempt employees will not be paid for shifts worked outside of their normal work week that are not approved to be paid by the Administrator.
21. Time records that include such shifts must be signed off on by the Administrator.

**Facility Closures (Hurricane or other temporary closings)**

22. If the facility is closed less than a full workweek, exempt employees will be paid PTO for the days that the facility is closed even if the employee does not have PTO available to cover the days off.
23. Should the company extend any time off benefit related to a disaster, the disaster benefit would be applied first, and any remaining days off would be applied to PTO.
24. Once work is available, or if the facility closure is a full workweek or more, an exempt employee would not be paid for days off that he or she does not have accrued PTO to cover beyond the three days that the employee may borrow per item 12 of this policy.

**B-4 Overtime****POLICY**

Department responsibilities and objectives are expected to be met within the normal workweek. Therefore, the use of overtime will be permitted only in a non-recurring emergency situation. However, when the need for overtime arises, employees who are needed are expected to work overtime as a condition of their employment.

**PROCEDURE**

1. Supervisors will give employees as much advance notice as possible whenever overtime is required.
2. Overtime hours (hours over 40 per week) will be paid at time and a half rate.
3. No overtime shall be worked without prior authorization of the Department Director. Employees who work overtime hours without proper authorization from the Department Director will be subject to disciplinary action up to and including termination.

**B-5 Paid Time Off****POLICY**

Full time and part time employees accrue Paid Time Off to cover vacation, sick days, holidays and other time requested off by the employee. Executive Officers do not accrue Paid Time Off.

**PROCEDURE**

1. Employees who accrue Paid Time Off (PTO) will do so based on the following schedule:

Length of Service	Maximum Annual Accrual	Maximum Accrued per Pay Period	Percentage x Hours Paid
0-3 years	200 hours	7.69	.0961
3 - 5 years	224 hours	8.61	.1076
5 - 10 years	264 hours	10.15	.1269
10 + years	288 hours	11.07	.1384

*Accrual  
10.7692*

2. PTO accrual will be based on hours paid in a pay period up to a maximum of 80 hours.
3. PTO is paid at the base rate and does not include any shift differential or other incentive pay.
4. Employees who are eligible for PTO will begin accruing on the first day of the pay period following 30 days of full or part time employment. Employees transferring from PRN to FT status will be eligible for PTO on the first day of the pay period following 30 days of full time employment (64 hours per pay period). PTO rate of accrual will be based on the employee's length of service. (See Employment Practices Policy C-1 for description of length of service.)
5. PRN and Pay in Lieu of Benefits employees are not eligible for PTO.
6. Employees may request PTO to cover Scheduled Absences or *approved* Unscheduled Absences as approved by the employee's supervisor. PTO may be used to cover cancellations due to drop in volume of work. PTO may be used to cover partial days worked as approved by supervisor. *PTO may not be used to cover Unexcused Absences or Unexcused Tardiness.* See Attendance and Tardiness Policy D-6 for descriptions of absences.

7. PTO may not be used to cover periods of Disciplinary Suspension.
8. PTO requests must be approved by the employee's direct supervisor and submitted by the Monday before payday. Late requests will not be granted.
9. PTO hours will not bring the total paid hours to more than 80 in a pay period for Full-Time employees or 60 in a pay period for Part-Time employees.
10. Employees may cash in up to 80 hours per rolling 12 month period at 50% of the value. Employees must maintain a balance of 80 hours when cashing in PTO. Requests for PTO cash in must be submitted by the Monday before payday.
11. Employees may not accrue more than 240 hours PTO at any given time.
12. Employees who separate employment or change to PRN status will be paid PTO at separation or change of status if a minimum of two weeks written notice is given and the employee works out the two weeks notice. PTO that is accrued during the final paycheck will not be paid. If an employee fails to give or work out the two weeks notice they will not receive the PTO, even if it had been approved prior to the employee separation. Vacation requests, even if previously approved, will not be allowed during the notice period. Employees who do not satisfactorily work out their notice will not be paid PTO at time of separation.
13. Employees in position of Director or above must give four weeks notice to be eligible to receive accrued PTO at separation and must otherwise meet the same conditions as stated above.
14. If the Company decides to accept the employee's notice effective immediately, the employee will receive accrued PTO.
15. Employees who are laid off or terminated for cause will receive accrued PTO.
16. If the employee's PTO balance at separation is more than 80 hours, the company has the option of paying it out in 80 hour increments in two week intervals. However, this will not extend the employee's eligibility for the company's benefit plans.
17. Employees who change to Pay in Lieu of Benefits status will maintain their accrued PTO balance. The balance will be paid out at the base rate prior to the 12% increase when the employee's hours fall below 80 in a pay period until the balance has been paid in full.
18. Up to 24 hours PTO may be advanced in cases of emergency leave with administrative approval.
19. The Company may restrict use of PTO during times of natural disaster, periods of low census or during other periods as determined necessary by Administration.

#### **B-6 Bereavement Pay**

##### **POLICY**

Eligible employees may receive Bereavement Pay when they experience a death in their immediate family.

##### **PROCEDURE**

1. Employees should notify their supervisor immediately when they need to take time off for bereavement.
2. Full-time employees may receive 16 hours Bereavement Pay. Part-time, PRN and Pay in Lieu of Benefits employees are not eligible for Bereavement Pay.
3. An immediate family member is defined as: spouse, parent, child, grandchild, grandparent, sibling, spouse's parent, spouse's child, or spouse's sibling, or spouse's grandparent.
4. A copy of the obituary or notice from the funeral home establishing the relationship to the employee must be received in order for the employee to receive Bereavement Pay.
5. Additional time may be taken utilizing the employee's PTO if approved by the supervisor.

**B-7 Jury Duty Pay**

**POLICY**

Full-time employees may be paid up to 24 hours of Jury Duty Pay during any 12 month rolling period.

**PROCEDURE**

1. Only full-time employees are eligible for Jury Duty Pay. Part-time, PRN and Pay in Lieu of Benefits employees are not eligible for Jury Duty Pay.
2. Employees should notify their supervisor immediately when they receive a jury duty summons.
3. Jury Duty Pay will only be applied when the employee was scheduled to work during the jury duty.
4. The employee must provide verification of attendance from the courthouse including time reported and time released. Jury Duty Pay will not be paid without this verification. A summons for jury duty is not sufficient to verify attendance.
5. Jury duty will be paid for the time present plus up to two hours to accommodate travel. In no case will Jury Duty Pay exceed 8 hours in a day.
6. Employees are expected to return to work if they are released in a reasonable time.
7. Employees on "stand-by" for jury duty will not receive Jury Duty Pay.

**B-8 Employee Benefits**

**POLICY**

Full-time employees will be eligible for insurance benefits on the first day of the month following 30 days of employment.

**PROCEDURE**

1. All full-time employees are eligible for coverage under a variety of benefits. Complete information about coverage and eligibility is available in Human Resources. Employees who have opted for the Pay in Lieu of Benefits Program will not be eligible for benefits.
2. A "nicotine free" discount will be offered to reduce the premiums for the medical insurance for employees who pass a nicotine test. The nicotine test will be offered at time of employment, when changing to full-time status and annually. Employees must take the nicotine test in the timeframe allotted in order to receive the discounted premiums. Annual opportunities to take the test will be announced via paycheck notices.
3. It is the responsibility of the employee to complete all enrollment forms and health questionnaires completely. False, inaccurate or incomplete forms may result in termination or limitation of coverage. The Company is not responsible for claims that are denied due to false, inaccurate or incomplete forms or information given by the employee.
4. It is the responsibility of the employee to submit enrollment forms in a timely manner. Forms should be turned in by the 20<sup>th</sup> of the month *prior to* the effective date of the benefits to ensure timely processing and receipt of the various insurance cards. Forms are considered late, but can be accepted until the 20<sup>th</sup> of the month that the insurance is in effect. The employee will be deducted for any premiums missed during the processing of late enrollment forms. Forms received after the 20<sup>th</sup> of the month that the insurance is in effect cannot be processed and the employee will have to wait until the next open enrollment period to enroll in benefits.
5. It is the responsibility of the employee to provide Certificate of Creditable Coverage as required by the insurance company. Failure to provide a Certificate of Creditable Coverage may result in denial of claims by the insurance company and the Company is not responsible for claims denied due to lack of evidence of prior coverage.
6. Only eligible dependents may be enrolled in the company's benefit plans. This includes:
  - a. Employee's spouse, common law spouse or partner. To meet requirement for common law spouse or partner, employee must furnish a copy of either a lease or bank account in both names that is at least two years old.

- b. Unmarried children or step-children under age 19 that live with the employee. Step-children who do not live with the employee are not eligible.
  - c. Unmarried children age 19 to age 25 who are full-time students. To meet requirement for full-time student, employee must furnish a verification of full-time student status from the college or university.
  - d. Unmarried children age 19 and over who are disabled and who are primarily dependent on the employee. To meet this requirement, employee must furnish either a verification of the disability or income tax records listing the child as a dependent.
  - e. Any questions regarding eligibility of dependents should be directed to Human Resources. Further details on eligibility can be found in the Plan Document & Summary Plan Descriptions of the benefit plans.
7. It is the responsibility of the employee to inform Human Resources when an enrolled family member is no longer eligible for coverage due to age, change in family status, death, etc. The Company will not issue refunds for premiums paid to insurance companies when an employee has failed to inform Human Resources that an enrolled family member is no longer eligible for benefits. The Company is not responsible for claims that are denied because the employee has enrolled a person who is not an eligible dependent.
8. It is the employee's responsibility to provide proof of Full Time Student Status each semester. The Company is not responsible for claims that are denied because this proof was not submitted.
9. After initial enrollment, employees may not add or drop coverage until the next open enrollment period unless they have experienced a "qualifying event" (marriage, divorce, birth or adoption of a child, or change in benefits of the employee's spouse). Employees have 30 days from the date of the qualifying event to make changes to their coverage. Coverage changes are effective on the first day of the month that the employee is eligible to make the change. Changes can not be effective in the middle of a month.
10. Eligible dependents who have lost Medicaid or CHIPS coverage may enroll in the Company's medical plan up to 60 days after the event as required by the Children's Health Insurance Program Reauthorization Act of 2009.
11. Employees transferring from part-time or PRN status to full-time status will be eligible for benefits on the first day of the month following 30 days of transfer to full-time employment.
12. When an employee changes from full-time to part-time or PRN status, benefits and premium deductions will continue to the end of the month in which the status changed.
13. Employees must consistently maintain the hours required for full time status (64 per pay period) in order to continue to be eligible for benefits. See Employment Practices Policy C-1.
14. Under certain insurance plans each employee must designate a beneficiary for the employee's death benefits. It is the employee's responsibility to submit the proper beneficiary designation forms and to alert Human Resources to any changes in beneficiary designations.
15. Deductions from employee paychecks for benefit premiums cover the month that the premiums are deducted. Deductions are based on bi-weekly, not bi-monthly basis, and are therefore taken every paycheck, including those months where the employee receives three paychecks.
16. Premiums for employees on leave of absence or inactive status will be handled as follows:
  - a. During Family and Medical Leave, the employee and their dependents will continue to be eligible for insurance and the employee and company will continue to pay their usual respective portions of the premiums for up to 12 weeks.
  - b. During other periods of leave, including military leave, the employee and their dependents will continue to be eligible for insurance and the employee and company will continue to pay their usual respective portions of the premiums for up to 12 weeks.
  - c. Premiums will be due to the Corporate Office by the payday in which they would have normally been deducted from the employee's paycheck. Late premiums will result in termination of coverage.
  - d. If coverage is dropped due to non payment of premiums, the employee may not select coverage again until the next open enrollment period.

17. When an employee separates, benefits will continue to the end of the month of the employee's last day of work. Additional premium will be deducted from an employees final paycheck to ensure that all premiums have been paid for the final month of coverage.

**B-9 401(k)**

**POLICY**

Eligible employees may participate in the company 401(k) program.

**PROCEDURE**

1. All employees who have at least six months of service with the company are eligible to participate in the 401(k).
2. Eligible employees may enroll four times a year: January, April, July and October.
3. The company will match the employee contributions at \$.50 for every dollar contributed by the employee, up to 3% of compensation, to a maximum of \$57.69 per pay period.
4. Employees may change the amount they contribute to the 401(k) up to once a month.
5. Employee contributions are limited to the annual IRS contribution limits.
6. The IRS regulates when an employee can withdraw money from their 401(k). An employee can withdraw money when they reach age 59 1/2, when they are no longer employed by the company, or if they meet the requirements set by the IRS for a hardship. Hardship withdrawals can be made for the purchase of a primary residence, to avoid foreclosure or eviction from a primary residence, for post secondary education, for past due medical expenses or for repair of a primary residence due to a natural disaster.
7. Employer contributions (matches) must be vested before they can be withdrawn by the employee. Employees are vested for every calendar year that they work at least 1000 hours. At one year of vesting, the employee owns 20% of the money matched by the company. At two years, 40%; three years 60%; four years 80% and five years 100%.
8. Loans from the 401(k) can be made once an employee has a vested balance of \$2000. The minimum loan is \$1000, the maximum loan is 50% of the vested balance. Loans can be set to be repaid between one and five years. An employee can only have one loan at a time, but can add to a loan that is still active.

**B-10 Pay in Lieu of Benefits Program**

**POLICY**

Eligible full-time employees may elect to receive additional pay in lieu of benefits.

**PROCEDURE**

1. Human Resources will maintain a list of all positions that are eligible for the Pay in Lieu of Benefits program.
2. Employees who choose the PILB program receive an additional 12% increase to their base hourly rate.
3. Employees who choose the PILB program forfeit all PTO, Bereavement, and Jury Duty pay.
4. Employees who choose the PILB program are not eligible for medical, dental, life and other benefits.
5. Employees who choose the PILB program are eligible to participate in the 401(k) and receive the same match and have the same vesting schedule as other employees.
6. Employees may elect to participate or not to participate in the PILB program only at time of hire, at time of transfer from PRN to full-time, and during open enrollment. Employees may not elect PILB if their PTO balance is negative.
7. If an employee changes to PILB program during open enrollment, the employee will maintain their accrued PTO balance. The balance will be paid out at the base rate prior to the 12% increase when the employee's hours fall below 80 in a pay period until the balance has been paid in full.
8. Any applicable pay increases will be added to the base rate and then multiplied by 12% to reach a new PILB rate.

9. Any applicable shift differentials will be calculated based on the PILB rate.

#### **B-11 Weekend Incentive Program**

##### **POLICY**

In order to ensure adequate weekend coverage, a Weekend Incentive Program will be available to eligible employees.

##### **PROCEDURE**

1. Human Resources will maintain a list of all positions that are eligible for the Weekend Incentive Program.
2. Employees on the Weekend Incentive Program will commit to working four twelve hour weekend shifts every pay period.
3. Employees on the Weekend Incentive Program will have full-time status and will be eligible for benefits and PTO.
4. Employees on the Weekend Incentive Program will receive an added 20% to the weekend shift differentials.
5. Weekend shifts are defined as Friday Night, Saturday Day, Saturday Evening, Saturday Night, Sunday Day, Sunday Evening and Sunday Night.
6. Employees on the Weekend Incentive Program must give at least 30 days notice for scheduled time off.
7. Employees on the Weekend Incentive Program must maintain excellent attendance records. No more than six shifts in a rolling year should be taken off. If an employee does not maintain appropriate attendance, they will be removed from the Weekend Incentive Program.
8. The Administrator may limit the number of Weekend Incentive Program positions available.

#### **B-12 Holiday Incentive Pay**

##### **POLICY**

Employees will receive Holiday Incentive Pay for working holidays.

##### **PROCEDURE**

1. Employees will receive time and a half pay for shifts that begin on the day of the following holidays:
  - a. New Year's Day
  - b. Thanksgiving Day
  - c. Christmas Day
2. Employees will not receive Holiday Incentive Pay if the shift begins the day before the holiday and ends the day of the holiday.
3. When an employee works a double shift, only the shifts that begin on the day of the holiday are paid at the holiday rate.
4. An employee who cancels the day before or the day after a holiday forfeits the Holiday Incentive Pay.
5. PTO used to cover holidays is not paid at the Holiday Incentive Pay rate.

#### **B-13 Shift Differentials and Incentive Pay**

##### **POLICY**

Shift differentials and other incentive bonus pay may be offered as needed to ensure adequate coverage. Shift differentials and other incentive pay are not guaranteed and are subject to change at any time.

##### **PROCEDURE**

1. Human Resources will maintain a list of all positions that are eligible for shift differentials.

- c. A letter from Human Resources outlining dates of employment and reason for separation, and the phone number and website to apply for unemployment benefits.

#### **C-8 Separation**

##### **POLICY**

The final processing of employees who terminate employment will be handled in a consistent manner.

##### **PROCEDURE**

1. To resign with proper notice, employees must submit a *written* notice of resignation, two weeks in advance of their final day of employment. Employees in positions of Director or above must provide four weeks notice.
2. PTO will be paid out at termination according to the Paid Time Off Policy B-5.
3. If an employee fails to report to work for three consecutive days without proper notification, such absence shall be considered as the employee having resigned without proper notice.
4. The employee's supervisor should notify Human Resources as soon as it is known that the employee is terminating employment. The employee should be asked to submit a notice of resignation *in writing* and it should be maintained in the employee's Personnel File.
5. All separations not initiated by the employee must receive prior approval from Human Resources and the Administrator. Human Resources should be present at all terminations.
6. The supervisor is responsible for collecting all company property (time card, ID badge, cell phone, uniforms) at the time of separation.
7. Exit interviews will be held by Human Resources when necessary to determine reason for resignation and/or to discuss continuation of health benefits.
8. Final paychecks for employees who are terminated as part of the disciplinary process will be mailed by certified mail by the sixth day after the date of the termination. Employees who resign will receive their final paycheck on the regularly scheduled payday for the days worked.
9. Insurance benefits will cease on the last day of the month of the employee's last day worked. PTO may not be counted as days worked. If the employee's last check falls on the first payday of the month that the employee's coverage will end, two times the employee's portion of the premiums will be deducted to cover the full month's premium. If the employee's last check falls on the month after coverage has ended, no premiums will be deducted. 401K deductions are generally not taken on a final paycheck.
10. Employees may be classified as "Eligible for Rehire" when proper notice is given and worked out. Employees who do not give and work out proper notice or who are terminated as part of a disciplinary process are considered "Not Eligible for Rehire".

#### **C-9 Family and Medical Leave**

##### **POLICY**

An employee who has been employed at least twelve months *and* for at least 1,250 hours during the twelve month period immediately preceding the date of the requested leave, and who expresses an intent to return is eligible for twelve weeks of unpaid leave during any twelve month period for any one of the following reason:

1. For the birth of a child, or the placement of a child with the employee for adoption or for foster care;
2. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
3. For the employee's own serious health condition; or
4. For qualifying exigencies for families of National Guard and Reserves.

##### **PROCEDURE**

1. Requests for Family and Medical Leave must be made in writing to Human Resources by completing the Family Medical Leave Request form. Employee request for Family and Medical Leave must be submitted at least 30 days in